

 सत्यमेव जयते	राजस्थान राजपत्र विशेषांक	RAJASTHAN GAZETTE Extraordinary
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भाग 6 (ख)

जिला बोर्डों, परिषदों एवं नगर आयोजना संबंधी, विज्ञप्तियां आदि।

(Urban Development & Housing Department)

NOTIFICATION

Jaipur, August 19, 2020

F.No. F.17(20)UDH/Rules/2019 .-In exercise of the powers conferred by section 33 of the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019), the State Government hereby makes the following rules, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Apartment Ownership Rules, 2020.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Definitions.- (1) In these rules, unless the context otherwise requires,—

(a) “Act” means the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019);

(b) “Association of Apartment Owners” means an association of apartment owners formed or deemed to have been formed under section 13 of the Act;

(c) “Built Up Area” means the inner measurements of the apartment at the floor level, including projections and balconies, as increased by the thickness of the walls, but does not include the common areas shared with other apartments, including any open terrace so shared;

(d) “Form” means the Form appended to these rules; and

(e) “Section” means the section of the Act.

(2) Words and expressions used in these rules but not defined shall have the same meaning as assigned to them in the Act.

3. Declaration by Promoter.- (1) Every promoter shall submit a declaration in Form-A to the Competent Authority authorised under the Act, within a period of twelve months from the date of approval of the building plan, if building has been constructed or is under construction prior to the commencement of these rules, the declaration shall be submitted within ninety days from the date of commencement of these rules.

(2) The declaration shall be submitted along with such fees, as may be specified by the State Government, from time to time.

4. Amendment of Declaration.- (1) The declaration submitted by a promoter under rule 3 may be amended at any time, by the promoter, if,-

(a) the declaration suffers from any clerical or arithmetical mistake or error arising therein from any accidental slip or omission; or

- (b) the amendment is necessitated by reason of any revision in the sanctioned plan of the building; or
- (c) the proposed amendment is just and reasonable provided that the amendment made by the promoter shall not violate the building bye-laws, sanctioned building plan or the contractual obligation of the promoter.

(2) For making amendment in the declaration referred to in sub-rule (1), the promoter shall make a written application to the Competent Authority with such fees as may be specified by the State Government, from time to time, specifying therein the circumstances and reasons for amendment and such application shall be supported by an affidavit of the promoter or of a person authorised by him along with the necessary documents.

(3) The Competent Authority, on receipt of the application under sub-rule (2) shall issue a written notice to the association of the apartment owners of the building, if such a association has been duly formed and shall also cause the publication of a public notice in two daily newspapers circulating in that locality inviting objection.

(4) Association of the apartment owners or any person may file objections within three months from the date of publication of notice in newspaper. On receipt of the objections, if any, the Competent Authority shall, after giving an opportunity of being heard to the objector, association of apartment owners and promoter, pass such order thereon as it deems fit.

(5) A true copy of the order passed under sub-rule (4) shall be sent by the Competent Authority to the promoter, association of the apartment owners and objector.

5. Common area and facilities in case of phased Development.- For the purpose of these rules in case of the phased development of the project, which has been duly approved by the Competent Authority and registered under the Real Estate (Regulation and Development) Act, 2016 (Central Act No. 16 of 2016), their total common areas and facilities, so developed in the phased manner shall be constitute common area and facilities for the whole project, wherein all the apartment owners of the project shall have their proportionate rights according to their deed of transfer of apartment.

6. Application to Competent Authority by Promoter, Allottee or Transferee about intimation of transfer of Apartment.- The promoter, allottee or transferee shall file an application for one or more apartments transferred under the provisions of sub-section (1) of section 11 of the Act before the Competent Authority having their territorial jurisdiction in the Form-B along with demand draft or bankers cheque of such fees, as may be specified by the State Government, from time to time and certified copy of the registered deed of such transfer.

7. Descriptions in the Deed of transfer of Apartment.- Every deed of transfer of apartment shall be duly executed and got registered with the Registering Officer and shall be filed in the office of the Competent Authority, concerned by the promoter as per the provisions of section 11 and 12 of the Act. The deed of transfer of apartment shall contain the following terms and conditions and if the provisions of the Rajasthan Real Estate (Regulation and Development) Act, 2016 is applicable to the project, in such deed of transfer the terms and conditions specified in the Rajasthan Real Estate (Regulation and Development) Act, 2016 and rules made thereunder shall also be incorporated, namely:-

- (i) Name of the allottee or transferee with their father`s/ husband`s name, age, caste, permanent and temporary address, along with the description available for their identification;
- (ii) Complete description of the land on which building and other the common areas, other community and commercial facilities and other facilities, as the case may be, are located and nature of the land about free-hold or lease-hold, and if lease-hold, the period of such lease remained with their conditions, details of sub-lease of the with remained period with their conditions and intimation about Composition fees;
- (iii) A copy of the floor plan of the building, showing their layout plan, location and number of apartments, as approved by the local authority;
- (iv) Description of the building, stating the number of stories and basements, the number of apartments in that building and the principal materials of which it is constructed;
- (v) Apartment number, or statement of the location of the apartment, their area (including built-up area of the apartment), number and dimension of rooms, and immediate common area to which it has access, and any other data necessary for its proper identification;
- (vi) Description of the common areas and facilities and the percentage of undivided interest appertaining to the apartment in the common areas and facilities;
- (vii) Description of the limited common areas and facilities, if any, stating to which apartments their use is reserved;
- (viii) Description about the apartment or their part, as the case may be, about their independent use as residence or office or any profession, or occupation, trade or business or such other type and with details of their direct exit to a public street, road or highway, or to a common area leading to such street, purpose of any vehicle. In case of non-residential use of the apartment of a building the percentage of non-residential use of such apartment;
- (ix) Value of the property and of each apartment, and a statement of encumbrances, if any, on the apartment and the undivided interest on the date of execution of the deed of transfer of apartment;
- (x) Statement of the purposes for which the building and each of the apartment is intended and restricted as to their use;
- (xi) Name of the person to receive service of process, together with the particulars of the residence or place of business of such person;
- (xii) Delivery receipt of the certified copy of the deed of transfer of the apartment by the allottee or transferee with endorsement of his name on such deed of transfer;

- (xiii) Complete details of any deviation in the construction from the approved maps from the competent authority and details of such deviation regularization / compounded;
- (xiv) Details of the completion certificate if applicable. If it is not applicable specific narration of this fact; and
- (xv) Any other information necessary or required by the Competent Authority.

8. Register of deed of transfer of Apartment.- (1) The Competent Authority shall be legal custodian of the record of deed of transfer of apartment received in his office.

(2) The deed of transfer of apartment and their respective applications shall be kept in the bounded Book and volumes with proper classification and Index according to their convenience. A separate register having brief details of them shall also be kept and maintained by the Competent Authority in the Form-C.

9. Application to the Competent Authority for relief under section 24 of the Act.- (1) Application to the Competent Authority for getting relief as provided in section 24 of the Act may be filed in the Form-D along with fees as may be specified by the State Government, from time to time.

(2) The Competent Authority shall have powers for issuing commissions for the examination of witness, appointment of commissioner for site inspection and any other matters incidental thereto for the purpose of reaching justified and correct conclusion in the matter pending before him.

10. Appeal against the orders of the Competent Authority.- Appeal under section 26 of the Act against the orders of the Competent Authority may be filed in Form-E along with fees as may be specified by the State Government, from time to time.

11. Model bye-laws of the Association of Apartment owners.- (1) The bye-laws for the association of the apartment owners shall be in accordance with the model bye-laws made by the State Government.

(2) The bye-laws of the association of the apartment owners may be amended with the prior approval of the Competent Authority. The Competent Authority may, with keeping in view of more beneficial enjoyment of the properties by the apartment owners regarding common area and facility and their democratic functioning, after inviting objections from the persons likely affected thereby, allow such amendments as an exceptional case after recording reasons to do so.

(3) The existing bye-laws of the associations of apartment owners which has been duly registered under the provisions of the Rajasthan Societies Registration Act, 1958 (Act No. 28 of 1958) before commencement of these rules shall be continue for a period of six month from the date of commencement of these rules and such associations of the apartment owners or resident welfare association or in any other name what so ever, shall amend the

bye-laws as per the provision of the Act and rules made thereunder, otherwise the Model bye-laws made by the State Government shall be applicable on such association.

Form-A
(see rule 3)
FORM OF DECLARATION

Date:

Place:

Promoter Details:

1. Name:

2. Registered Address:

3. Local/ Postal Address:

4. Date of Incorporation (if applicable):

5. Name/designation of Authorised Signatory:

The Declarant hereby solemnly states the following:-

- (1) The Promoter owns /holds the land as lessee which is fully described and detailed in Annexure A to this declaration.
- (2) The Promoter has constructed on the parcel of land, described in Annexure A to this declaration, an Apartment Building/Group Housing scheme, detailed below:-

S.No.	Description	Particulars
(1)	(2)	(3)
1.	Name of the building /Group Housing Scheme	
2.	Sanctioning Authority of the plan	
3.	Date of sanction	
4.	Municipal No./ House No. of the property	
5.	Municipal Ward of the property	
6.	Postal address of the property	
7.	Name of Architect/ Structural Engineer	
8.	Height of the building	
9.	Scheme whether residential or commercial (mixed used)	
10.	No. of Floors	

- (3) That the said property consists of the apartments detailed in Annexure-B to this declaration. The various apartments of the scheme are capable of individual utilization on account of having their own exit to common areas and facilities of the building/property scheme and the apartment will be sold to one or more persons, each person obtaining a

particular and exclusive property rights thereto and each apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State, hereinafter referred to as the Apartment', and also an undivided interest in the general and/or limited common areas and facilities of the building/property scheme, as listed in this declaration deed, necessary for their adequate use and enjoyment, and referred to as,-

- (a) common facilities for dwelling units of individual block; and
- (b) limited common facilities for apartments, means those common areas and facilities which have been designated in writing by the promoter as reserved for the use of certain apartment or apartments to the exclusion of the other apartments.

(4) That the aforesaid building has a total floor area of square meters on all floors, of which square meters will constitute the apartments and remaining square meters will constitute the 'common areas and facilities' and square meters constitute 'limited common areas and facilities', which have been detailed in Annexure-C hereto.

(5) That this condominium shall be known as " (insert the name of the building / scheme as given above) and that the apartments and 'common areas and facilities', the 'limited common areas and facilities of the building / scheme, and the independent areas, and shall be as follows :-

S. No.	Item	Details
(1)	(2)	(3)
1.	Common areas & facilities	
2.	Limited common areas & facilities	
3.	Independent areas	

(6) That the right, title and interest of each apartment owner and his proportionate share in the profits and common expenses for the common areas and facilities, as well as the proportionate representation for voting purpose in the meeting of the association of apartment owners of the Condominium is based on the proportionate value of each apartment to the total value of all apartments.

(7) That the Administration of Condominium consisting as aforesaid of the building and parcel of land described above shall be in accordance with the provisions of the Act, rules made thereunder and with the provisions of the bye-laws of the association of the apartment owners. The promoter shall be responsible for full quality control of materials and workmanship at site. The specifications of construction detailed in Annexure-G hereto.

(8) That for the purpose of stamp duty and registration fees payable on the deed of transfer of apartment, the value of the,-

- (a) land of each apartment would be computed on the basis of the percentage of the undivided share so that the aggregate of the land component of all of the apartments of the building is equivalent to the total value of the land of the building;
- (b) the construction of each apartment would be also computed on the basis of the percentage of the undivided share as it bears to the total covered area.

(9) That the common areas and facilities as well as the limited common areas and facilities shall remain undivided and no apartment owner shall bring any action for their partition or division thereof.

(10) That the percentage of the undivided interest in the common areas and facilities as well as the limited common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners and approval of the Competent Authority.

(11) That the undivided interest in the 'common areas and facilities as well as the 'limited common areas and facilities shall not be separated from the apartment to which they pertain and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

(12) That neither the dedication of the property to the plan of apartment ownership herein shall not be revoked, nor the property removed from plan of apartment ownership, or any of the provisions herein amended unless all the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation, or amendment or removal of the property from the plan by only registered instruments;

(13) That if the property, subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as per law.

(14) That where an apartment is sold pursuant to the recovery of the mortgage money, then neither the mortgagee nor the purchaser who derives title to be apartment at such sale or his successors or assigns shall be liable for assessments by the association which became due prior to the acquisition of the title by such acquirer but the association of apartment owners would be entitled to recover the amount subsequent to the date of acquisition of title by such acquirer.

(15) That the independent areas, declared herein in the Annexure-F are not included as common areas for the joint use of the apartment and the promoter would be at liberty to sell them or to construct thereupon without interference of other apartment owners .

(16) That the promoter shall maintain the common areas and facilities till the association is formed and shall be entitled to collect the maintenance charges Rs._____per month from the owners of each apartment.

IN WITNESS WHEREOF Shri for and on behalf of M/s (the promoter) hereto set his hand thisday of of year

Signed and delivered by

(Seal of the Promoter)

In the presence of:—

1. _____
2. _____

Annexure-A

(Details of the land of the building to which the present declaration Relates)

S.No.	Items		
1.	Location of the land of the building	Revenue village	Specify
		Tehsil	Specify
		District	Specify
2.	Survey No. with area	Specify no.	Specify area
3.	Date of last document of title under which the promoter claims the land	Specify date	
4.	Details of Registration of the above title document	Book No.	Specify
		Vol. No.	Specify
		Page Nos.	Specify
		S. No.	Specify
		Date of Registration	Specify
5.	Boundaries of the land	North	Specify
		South	Specify
		East	Specify
		West	Specify
6.	Land whether freehold or leasehold		Specify

7.	If land is leasehold, the unexpired period of the lease		Specify
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Place: Signature of Promoter/ declarant
with designation and seal

Date:

Annexure-B
(Details of Apartments)

S. No.	Floor	Identifiable No. of Apartment	Covered area (in Sq. Mtrs.)	Percentage of undivided share in land on the basis of covered area of the apartment	Proportionate representation for voting purpose in the meeting of the association of apartment owners	Approved use Residential/ Commercial /Mixed	Value of Apartment
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Ground floor						
2.	First						
3.	On wards						

Note:

1. Details of column 4 to 8 for all the Apartments as mentioned in the of column No. (3) shall be mentioned.

2. The percentage of undivided share in the land is calculated on the basis of the covered area of the apartment in relation to the total covered area of the apartments, being the aggregate of column No. (4).

Place: Signature of Promoter/ declarant with designation and seal

Date:

Annexure-C

Details of covered area of apartments and total covered area of common areas and facilities /limited common areas and facilities

S.No.	Particulars				
(1)	(2)	(3)	(4)	(5)	(6)
(a)	Total covered area of apartments at various floors	Specify	x	x	x
(b)(i)	Total covered area of common areas &	x	specify	x	x

	facilitates.				
(ii)	Total covered area of limited common area & facilities .	x	x	specify	x
(c)	Total covered area of the building (Total of (a) +(b1,2) +(c)	x	x	x	specify
	Sum up				

Place:

Signature of Promoter/ declarant
with designation and seal

Date:

Annexure D

Details of the common area and facilities of the building to
which the present declaration relates

Part A

S. No.	Name of the Common areas & facilities	description of area
1.	Common Area	
2.	Basement (if any) sq. mtr. & its floor
3.	Facilities in the basement	Describe in detail the items located in the basement
4.	Parking facilities sq. mtr
5.	Facilities on the ground floor (i) Garden lawns (ii) Children playing area (iii) Swimming Pool (iv) Badminton Court (v) Tennis Court (vi) Commercial areas & facilities (vii) Lobby & facilities (Viii) Any other facility	(Specify area in sq. mtrs)
6.	Common areas & Facilities located throughout the building Elevator Specify the number (i) Area of shaft(s) Specify area in sq. mtrs Elevator shaft extends from ground floor upto (specify floor) (ii) No. of stairway "A", which lead from the ground floor to the roof of the building (Specify their	

	details, numbers & sq mtr area.) (iii) No. of stairway "B", which lead from the open court to the upper floors of the building (Specify their details, numbers & sq mtr area.) (iv) No. of water tanks (v) Flue (if any for garbage and their details) (vi) Elevator Pant House with corresponding elevator equipment located on the roof of the building. (vii) Plumbing network throughout building (viii) Electric wiring network throughout the building (ix) Necessary lights (x) Telephone(s) (xi) Internet, data, wifi (xii) Public water connection(s) (xiii) Foundations and main walls, columns, girders, beams and roof of the building (xiv) Pumps (xv) Motor(s) (xvi) Fans (xvii) Fire fighting equipments with details and place (xviii) Ducts (xix) Central Air conditions equipments (xx) Heating equipments (xxi) General all apparatus & installation existing for common use.	
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Part B

Details of Escrow amount/ interest free maintenance fee received by Promoter

S.No	Apartment No.	Escrow amount/ Interests free Maintenance amount taken

Place: Signature of Promoter/ declarant
with designation and seal

Date:

Note: The above common areas and facilities are Illustrative and not exhaustive.

Annexure-E

Details of the limited common area and facilities of the building to which the present declaration relates

Limited Common areas & Facilities		
1.	Parking	Specify its area, location & No.
2.	Lobby, giving access to the elevator(s) to specified dwelling unit	Specify its area, location & No.

3.	Corridor extending from the lobby to the stairway	Specify its area, location & No.
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Place: Signature of Promoter/ declarant
with designation and seal

Date:

Note: The term limited common areas and facilities means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or transfer of any apartment as reserved for the use of certain apartment or apartments to the exclusion of the other apartments.

Annexure-F

Details of the independent areas of the building to which the present declaration relates

Independent areas		
1.	Parking	Specify its area, location & No.
2.	Servant quarter	Specify its area, location & No.
3.	Club with independent access	Specify its area, location & No.
4.	Convenient shops	Specify its area, location & No.
5.	Terrace attached to an apartment.	Specify its area, location & No.
6.	Covered garage/store	Specify its area, location & No.
7.	Any other	Specify its area, location & No.

Note: Independent area which means the areas which have been declared but not included as common areas for joint use of apartments and may be sold by the promoter without the interference of other apartment owners.

Place: Signature of Promoter/ declarant with designation and seal

Date:

Annexure -G

[Specifications of Construction]

1. Foundation:
2. Flooring:
3. Doors and Hardware:
4. Windows:
5. Internal Finish:
6. External Finish:
7. Sanitary ware and fittings:
8. Electrical:
9. Plumbing and water Line:

Place: Signature of Promoter/ declarant with designation and seal

Date:

Form-B
(see rule 6)

(Application to Competent Authority by Promoter, Allottee or Transfer)

To

The Competent Authority

....., Jaipur, Rajasthan

Sir,

I/We hereby apply for the making necessary entry in register of maintained for registration of deed of transfer to the allottee or transferee my/our project situated at _____ Tehsil _____ District _____ State Rajasthan

1.Name of project (if any)

2.Name of Authority who sanctioned the Construction maps..... Sanction No..... date.....

3.RERA Registration No.....

4.Completion certificate No..... date Issued by (Complete or partial) / not applicable (as the case may be)

5.Name of Allottee /Transferee (Sole /joint) s/w/o age..... years Permanent address..... Temporary address.....

6.Details of the Apartment allotted /transferred : By sale/lease/ sub-lease/ gift/exchange of any other mode.....

(a) Block/ building No.....

(b) Floor.....

(c) Apartment No.....

(d) Carpet area..... Built up area.....

(e) Proportionate common area

(f) Registration authority of execution of the transfer deed..... With registration details.....

(g) Date of handing over of the Possession of the Apartment to the allottee/transferee.....

7. Status of the applicant, whether individual / company / proprietorship firm / society/trust/ limited liability partnership / competent authority:

(In case of individual)

(a) Name:

(b) Father's Name:

(c) Occupation:

(d) Permanent address:

(e) Contact details (Phone No., e-mail, Fax No.):

or

(In case of firm / society / trust / company / limited liability partnership / competent authority etc.)

(a) Name:

(b) Address:

(c) Copy of registration certificate company / limited liability partnership/ competent authority etc. as firm / society / trust /

(d) Name, photograph and address of chairman/partner/director or their authorized person.:

8. Application is for ,,number of Apartments and a per rule 6 of Rajasthan Apartment Rules, 2020 total fee of Rs. DD/Bankers cheque No of Bank..... dated.....payable at..... Are enclosed herewith.

9. Certified Copy of the deed of transfer(registered) (for number.....apartments) and copy of the handing over the possession (for number.....apartments) to the allottee/transfree is/are enclosed as Annexure to,

10. I/We solemnly affirm and declare that the particulars given in herein are correct to my /our knowledge and belief.

Yours faithfully,

Signature and seal of the

applicant(s)

Place:

Date:

Form-C

(see rule 8)

Register of deed of transfer of

S.No	Project name	Transferor	Situated at	Block/ Building No	Floor	Apartment No.	details of registration of deed	Name of allottee/ Transferee	Details of Bounded Book & Volume

Form-D

(see rule 9)

Application to the Competent Authority

To

The Competent Authority

Application No

1. Name, Father's name Age and Address of the:

Applicant

Versus

2. Name, Father's name, Age and Address of the:

Non-Applicant

3. Complete Address and description of the:
premises of the Application with Apartment
number, Block/Building number/floor

4. Status of the Applicant :

5. Details of the fee annexed :

6. Issue involved about number of apartments :

7.(a) Date of order under challenge :

(b) With in Limitation or not

(c) Application with delay condensation or not

:

8. Materials facts : (i)

(ii)

9. Grounds of petition : (a)

(b)

10. Affidavits relied upon : (PW-1).....
 (PW-2).....
 (PW-3).....
11. Documents relied upon : (Ex.-1)
 (Ex.-2)
 (Ex.-3)
12. Interim relief, if any, prayed for :
13. Final relief prayed for :
14. Verification (Duly attested) :
- I.....s/w/o ... age... years, caste....., resident of do hereby take oath and verify that contents of the above narrated Form No D are true and correct according to record and best of my knowledge. Nothing in it is false and no material fact has been made conceal.

Place
date

Deponent

(.....)

Form- E
(see rule 10)

Appeal against the orders of the Competent Authority

(Before the Appellate Authority under the Rajasthan Apartment Ownership Act, 2015

.....
Appeal No

I.....s/w/o ... age... years, caste....., resident of do hereby take oath and verify that contents of the above narrated Form No D are true and correct according to record and best of my knowledge. Nothing in it is false and no material fact has been made conceal.

Place
date

Deponent

(.....)

**by the Order of Governor,
Maneesh Goyal,
Joint Secretary to the Government.**

राज्य केन्द्रीय मुद्रणालय, जयपुर।